

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CHAMBERS
U.S.D.C. - Rome

SEP 30 2010

NCO FINANCIAL SYSTEMS, INC.,
a Pennsylvania corporation,

Plaintiff,

v.

THOMAS & COHEN, L.L.P., f/k/a
TRAUNER, COHEN & THOMAS, L.L.P.;
RUSSELL S. THOMAS; MICHAEL J.
COHEN; and ROBERT TRAUNER,

Defendants.

JAMES N. HATTEN, Clerk
Law Deputy Clerk

Case No.: 1:09-cv-1787 RLV

CONSENT JUDGMENT

It appearing to the Court that Plaintiff NCO Financial Systems, Inc. ("NCO") and Defendants, Thomas & Cohen, L.L.P. f/k/a Trauner, Cohen & Thomas, L.L.P. ("TCT"), Russell S. Thomas, and Michael J. Cohen (TCT, Thomas, and Cohen hereinafter collectively "the TCT Parties") mutually consent to entry of this judgment, and it further appearing:

- That the parties intend to resolve the professional negligence claims between or among them relating to NCO's allegations in the above-referenced lawsuit, but without prejudice to any claims against third parties, persons, or entities not expressly adjudicated herein;

- That the TCT Parties and NCO have consented to the jurisdiction of this Court and to being bound by the terms of this Consent Judgment;

- That there is a factual basis for NCO's professional negligence claim against the TCT Parties, as asserted in Count IV of NCO's Second Amended Complaint, specifically that the TCT Parties negligently failed to file approximately 3,000 lawsuits within the applicable limitations period in breach of their duty to do so, which conduct resulted in actual damages to NCO in excess of three million dollars (\$3,000,000.00);

- That this Consent Judgment is a fair, rational, and reasonable disposition of NCO's claims relating to TCT's failure to file lawsuits within the applicable statute of limitations as described in NCO's Second Amended Complaint;

- That the TCT Parties and NCO are represented by counsel; and
- That this Consent Judgment constitutes reasonably equivalent value for actual damages incurred by NCO as a result of the TCT Parties' failure to file lawsuits within the applicable limitations period, as alleged in Count IV of NCO's Second Amended Complaint.

Accordingly, the Court having determined that there is no just reason for delay and that this judgment should be entered as a final judgment in this action;

IT IS ORDERED, DECREED, AND ADJUDGED that:

1. NCO will recover from the TCT Parties, jointly and severally, the sum of three million dollars (\$3,000,000.00), as damages attributable to the TCT Parties' failure to file suits within the applicable statute of limitations.

2. The entry of this Consent Judgment shall not prejudice any pending claims, or any potential claims, that NCO may have against any other parties, persons or entities;

3. NCO's professional negligence claims in this action (Count IV) are hereby dismissed WITH PREJUDICE. All other claims in this action, including those for damages relating to the filing fees paid by NCO to TCT for lawsuits that were never filed, are dismissed WITHOUT PREJUDICE;

4. NCO's claims in the Ohio action styled NCO Financial Systems, Inc. v. The General Bar, et al., Case No. 1:09-CV-2653, United States District Court, Northern District of Ohio, shall not be released or dismissed by virtue of this Consent Judgment. Nothing in this Consent Judgment shall be construed as a waiver or release to any extent by NCO of any claims relating to

any litigation costs advanced by NCO to TCT for lawsuits that were never filed by TCT, or of any other claims or matters raised in that litigation.

5. Each party shall bear its own attorneys' fees and costs.

6. For which let execution issue.

IT IS SO ORDERED, DECREED, AND ADJUDGED.

Dated this _____ day of _____, 2010.

UNITED STATES DISTRICT JUDGE

CONSENTED TO:

PLAINTIFF NCO FINANCIAL SYSTEMS, INC.

By: _____
(Print Name) _____
(Title) _____

DEFENDANT THOMAS & COHEN, L.L.P.
f/k/a TRAUNER, COHEN & THOMAS, L.L.P.

By: _____
(Print Name) _____
(Title) _____

DEFENDANT RUSSELL S. THOMAS

DEFENDANT MICHAEL J. COHEN

any litigation costs advanced by NCO to TCT for lawsuits that were never filed by TCT, or of any other claims or matters raised in that litigation.

5. Each party shall bear its own attorneys' fees and costs.

6. For which let execution issue.

IT IS SO ORDERED, DECREED, AND ADJUDGED.

Dated this _____ day of _____, 2010.

UNITED STATES DISTRICT JUDGE

CONSENTED TO:

PLAINTIFF NCO FINANCIAL SYSTEMS, INC.

By: _____

(Print Name) _____

(Title) _____

DEFENDANT THOMAS & COHEN, L.L.P.
f/k/a TRAUNER, COHEN & THOMAS, L.L.P.

By: _____

(Print Name) _____

(Title) _____

DEFENDANT RUSSELL S. THOMAS



DEFENDANT MICHAEL J. COHEN

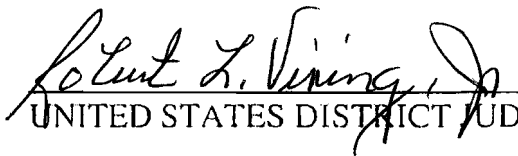
any litigation costs advanced by NCO to TCT for lawsuits that were never filed by TCT, or of any other claims or matters raised in that litigation.

5. Each party shall bear its own attorneys' fees and costs.

6. For which let execution issue.

IT IS SO ORDERED, DECREED. AND ADJUDGED.

Dated this 30th day of Sept., 2010.


UNITED STATES DISTRICT JUDGE

CONSENTED TO:

PLAINTIFF NCO FINANCIAL SYSTEMS, INC.

By: 

(Print Name) Joshua Grudin

(Title) EV

DEFENDANT THOMAS & COHEN, L.L.P.
f/k/a TRAUNER, COHEN & THOMAS, L.L.P.

By: _____

(Print Name) _____

(Title) _____

DEFENDANT RUSSELL S. THOMAS

DEFENDANT MICHAEL J. COHEN